

## **PARTICIPANT RELEASE, CONSENT AND WAIVER OF LIABILITY**

### **READ CAREFULLY BEFORE SIGNING**

In consideration for my child's participation in **THE COLLEGE REACH-OUT PROGRAM'S SUMMER RESIDENCY PROGRAM** at the University of Florida ("Program"), I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Program, the University of Florida, the University of Florida Board of Trustees, the State of Florida, the Florida Board of Governors, and their respective employees, agents, representatives and volunteers (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while participating in the Program, or while in, on or upon the premises where the Program is being conducted.

Program Activities may include, but are not limited to the following:

- **TRANSPORTATION TO LIMITED PROGRAM ACTIVITIES**
- **OUTDOOR/FIELD ACTIVITIES INCLUSIVE BUT NOT LIMITED TO RUNNING, JUMPING, STRETCHING AND LONG DISTANCE WALKING**
- **INTERACTIVE PRESENTATIONS FROM UNIVERSITY DEPARTMENTS, FACULTY AND/OR STAFF**

### **IDENTIFICATION AND ACKNOWLEDGMENT OF RISK**

I am fully aware of the risks and potential hazards connected with participating in the Program, including but not limited to, the risk of loss of personal property from theft, injuries associated with **WALKING, RUNNING, SWIMMING, TRANSPORTATION, INTERACTIVE PRESENTATIONS**, and other injuries that may not be foreseeable and I hereby elect to voluntarily participate in the Program, and engage in such activity knowing that the activity may be hazardous to my child and my property. Like any other program participants at the University of Florida, program participants will be immersed into the University of Florida community on and off campus. Living on and commuting around campus involves risks, known and unknown, for all persons, including Program participants. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, that may be sustained by my child, or any loss or damage to property owned by me, as a result of my child being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

### **ACKNOWLEDGEMENT OF GOOD PHYSICAL CONDITION**

I further acknowledge that my child is in good physical condition and I do not know of any medical or physical condition or other reason that my child should not participate in the Program or which could interfere with my child's safety in such Program, or else I am willing to assume—and bear the cost of—all risks that may be created, directly or indirectly, by any such condition. My child's participation in any Program activity is purely voluntary, and I elect to have my child participate in spite of the risks and known or unknown dangers associated with Program activities.

**CONSENT TO MEDICAL TREATMENT**

During the Program, I hereby give permission for the Program staff to administer appropriate medical attention to my child in the event of any accident, illness, or injury, including non-prescription medications or any medications my child brings to camp in original containers with dosage instructions that are provided to Program staff. In the event of an emergency, 911 will be called and I will be responsible for any and all costs of medical coverage and treatment provided not covered by my child's insurance.

**CONSENT TO PHOTOGRAPHY**

I further hereby authorize the University of Florida to photograph and/or video record my child during the Program, and use or distribute any picture or video related to Program activities that my child is depicted in. I also authorize use of these materials for publication in a brochure, on the UF websites, or other University of Florida promotional material. They may also be distributed to other Program participants, including but not limited to a Program group picture of all participants.

**RELEASE AND WAIVER OF LIABILITY**

I HEREBY EXPRESSLY RECOGNIZE AND ASSUME ALL RISKS ASSOCIATED WITH MY CHILD'S PARTICIPATION IN THE PROGRAM AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS THE RELEASEES. I AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that may incur due to my child's participation in the Program WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. It is my express intent that this Participant Release, Consent and Waiver of Liability shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Participant Release, Consent and Waiver of Liability shall be construed in accordance with the laws of the State of Florida.

IN SIGNING THIS PARTICIPANT RELEASE, CONSENT AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent and I am the parent or guardian of the child participant, and I execute this Participant Release, Consent and Waiver of Liability for full, adequate and complete consideration, fully intending to be bound by same.

Printed Participant Name: \_\_\_\_\_

Printed Parent or Guardian Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_